

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twelfth day of January in the year of our Lord one thousand and nine hundred and nine, between Joseph J. Cox and Belle T. Cox wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Treasurer of Board of Directors of Fairview University of Wichita Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Lot No. One hundred and forty one (141) Rhode Island Street Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph J. Cox & Belle T. Cox do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred Dollars according to the terms of one certain note in express this day executed and delivered by the said Joseph J. Cox & Belle T. Cox to the said part of the second part his heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said J. J. Cox, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Joseph J. Cox. [SEAL]
Belle T. Cox. [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of January, A. D. 1909, before me,

John M. Newlin a Notary Public in and for said County and State, came Joseph J. Cox and Belle T. Cox.

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 11 1911

John M. Newlin Notary Public.

Filed for Record the 12th day of Jan. A. D. 1909 at 4⁴⁰ o'clock P. M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

The following is a copy of the original mortgage as recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 12th day of January, 1909, and is a true and correct copy of the original as the same appears from the records of said office.

Recorded Nov 3 1909
Lloyd L. Lawrence
Register of Deeds

The note herein described having been recorded on the original instrument.

Recorded May 6 1911